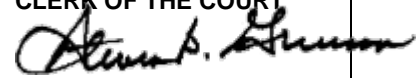


**EXHIBIT A –  
Plaintiffs’ Complaint  
filed in State Court**

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# **EIGHTH JUDICIAL DISTRICT COURT**

## **CLARK COUNTY, NEVADA**

YOANNIA COLAS-RODRIGUEZ, an  
individual; YUNAISY TORRES GARBEY;  
an individual; YANISLEY JIMENEZ-  
SANDERSON;

Plaintiffs,

vs.

LYFT, INC., a foreign corporation; DOES I  
through X; and ROE Corporations I through  
X, inclusive,

Defendants.

CASE NO.:

DEPT. NO.:

## **COMPLAINT**

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4

5 COMES NOW, Plaintiffs YOANNIA COLAS-RODRIGUEZ, YUNAI SY TORRES

6 GARBEY, and YANISLEY JIMENEZ-SANDERSON, by and through their counsel of record,

7 MARIA LOVENTIME U. ESTANISLAO, ESQ., of D.R. PATTI & ASSOCIATES and

8 DANIEL E. CARVALHO, ESQ., of ROGERS, MASTRANGELO, CARVALHO &

9 MITCHELL, and complaint and alleges as follows:

#### 10 **I. OVERVIEW**

11 1. This Complaint arises from significant and permanent injuries sustained by

12 Plaintiffs in a February 12, 2019, crash [hereinafter “the Crash”] that occurred near or about the

13 intersection of Decatur Blvd. and O’Bannon Drive in the County of Clark, State of Nevada.

14 2. At the time of the Crash, Plaintiffs were passengers in a vehicle being operated

15 by Abdelaziz Salouane for Lyft, Inc. [hereinafter “Lyft”]

16 3. Lyft receives applications from, and hires drivers, to ferry passengers for a fee

17 that is unilaterally set by Lyft. Lyft operates software applications, including a driver-specific

18 application on a mandatory driver smartphone. It also reserves the right to change the rates at its

19 discretion. Its Terms of Service allow allows it set other fees and charges, such as service fees

20 and cancellation fees. Lyft also requires riders to pay only through the app and prohibits riders

21 from paying with cash, except for tips, or to use any other methods of payment, such as other

22 smart phone applications. Of the fees collected from riders, Lyft deducts its service fee and

23 platform fee. Cars that transport passengers for Lyft are easily recognizable, because Lyft gives

24 each driver a decal and, in some areas, an LED sign called “Amp” to be affixed to the car and

25 helps passengers identify the drivers matched to them through the Lyft app. Lyft tells its drivers

26 that the “pink Lyft emblem . . . should be displayed in [the driver’s] windshield.” See

27 <https://help.lyft.com/hc/en-us/articles/115012927647-Safety-info-for-drivers>.

28 ///

1           4.       To maximize profit, Lyft attempts to categorize their drivers as independent  
2 contracts and does not provide any maintenance service for their fleet of driver-vehicles nor  
3 regular daily inspections of vehicles to verify all equipment, including headlights, rear lights,  
4 brake lights, are operational. Aside from the initial background check before hiring a driver, Lyft  
5 does not request permission to, nor contacts former employers of their drivers. While Lyft tracks  
6 various driver data, including the number of times a driver like Mr. Salouane accepts and rejects  
7 customers, it does not check for safety issues or issues that impact the safety of the public.

8           5.       Lyft has control over the means by which it obtains customers, how the customer  
9 is connected to drivers such as Mr. Salouane, whether and how drivers like Mr. Salouane are  
10 compensated for their services, and the rates of compensation. It also retains the ability to  
11 unilaterally terminate Mr. Salouane's services, as well as restrict or expand benefits to Mr.  
12 Salouane based on certain factors set by Lyft. Lyft also controls the number of drivers that can  
13 be logged onto its app in driver mode at any one time and the number of hours its drivers can be  
14 engaged in driver mode before taking breaks. Thus, Mr. Salouane is an employee for purposes  
15 of respondeat superior liability.

16           6.       On February 12, 2019, one of the Plaintiffs hailed a ride through the Lyft app and,  
17 through that app, was advised that Mr. Salouane would be their driver. Shortly after picking up  
18 Plaintiffs, Ms. Colas-Rodriguez and Ms. Torres Garbey recall other vehicles honking at their  
19 vehicle and that the only light on Mr. Salouane's dashboard emanated from his cell phone.

20           7.       Upon information and belief, Plaintiffs believe and hereon allege that Mr.  
21 Salouane failed to properly operate or turn on his vehicle's lights.

22           8.       As Mr. Salouane was driving northbound on Decatur Blvd., approaching the  
23 intersection with O'Bannon Drive, in Las Vegas, Clark County, Nevada, his vehicle, while  
24 carrying the Plaintiffs, was violently struck in the rear by a vehicle driven by Ms. Aliuska  
25 Hernandez Reyes.

26       ///

27       ///

28       ///

1           9.       The impact from Ms. Reyes' vehicle was so severe as to cause the airbags to  
2       deploy on her vehicle. Upon arrival of an investigating officer from the Las Vegas Metropolitan  
3       Police Department, Ms. Reyes informed the officer that she did not see Mr. Salouane's vehicle  
4       in front of her.

5           10.      Prior to the Crash, Defendant Lyft hired drivers such as Mr. Salouane to ferry  
6       passengers for a fee, and at the time of the Crash, Mr. Salouane was in the course and scope of  
7       his employment, master-servant relationship, and/or joint venture with Lyft and/or DOES I-X  
8       and/or ROE Corporations 1-X who are the real party in interest employing drivers such as Mr.  
9       Salouane for their benefit and/or whom are engaged in a joint venture for profit. When referred  
10      to as "Defendant" herein, Plaintiffs intend to refer to not only Mr. Salouane, but also Lyft and  
11      whomever DOE or ROE Defendants were responsible for his employ, joint venture  
12      relationship, background check, and hiring and retention.

13          11.      Upon information and belief, Lyft does not speak to prior employers of their  
14      drivers to determine safety-suitability prior to entering into an employment/joint venture for  
15      profit driving relationship that requires safe-driving. In the course and scope of his employ or  
16      joint venture with Defendants, Mr. Salouane acted negligently by, amongst other things, failing  
17      to properly operate or turn on his vehicle's lights while driving at night and to properly inspect  
18      and maintain his vehicle prior to driving at night, causing harm and injury to Plaintiffs.

19          12.      As a result of the crash, Ms. Colas-Rodriguez and Ms. Torres Garbey suffered  
20      immediate injuries and were transported from the scene via ambulance to Spring Valley Hospital.

21          13.      As a direct and proximate result of the crash, Plaintiffs suffered injuries resulting  
22      in them undergoing conservative treatment, which failed to relieve Ms. Colas-Rodriguez's and  
23      Ms. Torres Garbey's symptoms. Consequently, Ms. Colas-Rodriguez underwent reconstructive  
24      surgery at L5-S1, and Ms. Torres Garbey underwent cervical facet and branch blocks and  
25      radiofrequency denervation.

26          14.      To date and despite these procedures, both Ms. Colas-Rodriguez and Ms. Torres  
27      Garbey continue to be symptomatic, to suffer severe pain, and to receive medical treatment.

28      ///





1           26. Lyft also controls actions of Lyft drivers while performing their duties. For  
 2 example, Lyft tells its drivers that “[t]he inside of [their] car should be 100% clear at all times,”  
 3 including the trunk of their car. See [https://help.lyft.com/hc/en-us/articles/115013081708-](https://help.lyft.com/hc/en-us/articles/115013081708-Keeping-your-car-clean)  
 4 [Keeping-your-car-clean](https://help.lyft.com/hc/en-us/articles/115013081708-Keeping-your-car-clean). Lyft prohibits its drivers from being accompanied by an “unauthorized  
 5 third party.” Lyft’s website instructs its drivers that they “must take a full, uninterrupted 6-hour  
 6 break for every 12 hours [they’re] in driver mode.” See [https://help.lyft.com/hc/en-](https://help.lyft.com/hc/en-us/articles/115012926787-Taking-breaks-and-time-limits-in-driver-mode)  
 7 [us/articles/115012926787-Taking-breaks-and-time-limits-in-driver-mode](https://help.lyft.com/hc/en-us/articles/115012926787-Taking-breaks-and-time-limits-in-driver-mode). To enforce this  
 8 provision, the Lyft uses its app to monitor its drivers, and the app prevents drivers from being in  
 9 driver mode for over 12 hours without a 6-hour break in between. *Id.* It tells its drivers to “[n]ever  
 10 decline a ride based on a discriminatory reason or drop-off location . . .” See  
 11 <https://help.lyft.com/hc/en-us/articles/115013080768-Overview-of-ride-issues>. Drivers must use  
 12 a vehicle approved by Lyft.

13           27. At the time of the Crash, Mr. Salouane was controlled by and driving for the  
 14 benefit of Lyft, for a fee set by Lyft, and to be paid directly to Lyft through its app and, thus, was  
 15 acting within the course and scope of his joint-venture for profit employment with Lyft.

16           28. At or about the time of the Crash, Mr. Salouane breached his duty of care to  
 17 Plaintiffs, including but not limited to failing to properly operate or turn on his vehicle’s lights  
 18 at night, negligently, recklessly and/or carelessly maintaining, controlling and operating his  
 19 vehicle, failing to use due care, and failing to operate his vehicle in a safe manner under existing  
 20 conditions.

21           29. As a direct and proximate result of the negligence, carelessness, recklessness,  
 22 wantonness, and willfulness of Mr. Salouane, Plaintiffs suffered severe bodily injuries, resulting  
 23 in Plaintiffs undergoing medical treatment and several medical procedures, all to their total  
 24 damages in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00). Despite these  
 25 procedures, Plaintiffs COLAS-RODRIGUEZ and TORRES GARBEY continue to suffer severe  
 26 pain and suffering and are receiving ongoing treatment.

27           30. Defendant Lyft is vicariously liable for the negligence, carelessness, recklessness,  
 28 wantonness, and willfulness of Mr. Salouane under the principles of respondeat superior.



1           31. It has been necessary for Plaintiffs to retain the services of an attorney to  
2 prosecute this action, and Plaintiffs are entitled to reasonable attorney's fees and costs incurred.

3                                   **IV. SECOND CAUSE OF ACTION**

4                                   **(Negligent Selection, Hiring, Training, Retention, Supervision)**

5           32. Plaintiffs reallege and replead each and every allegation of the preceding  
6 paragraphs as though fully set forth hereunder.

7           33. Disregarding safety to the public, Lyft undertakes no driver-safety training,  
8 training on the particular vehicles being utilized for Lyft's business, nor review of driver safety  
9 prior to hiring its drivers. Lyft also does not contact a prospective driver's employers to  
10 determine their fitness. After hiring drivers, Lyft undertakes no inspection of its driver's vehicles  
11 before or during their work for the benefit of Lyft and in furtherance of Lyft's business and  
12 provided no follow-up, in-service safety training.

13           34. Defendants and each of them negligently selected, hired, trained, retained, and  
14 supervised each other, including Mr. Salouane and the Defendant entities including but not  
15 limited to their employees and agents and ROE and DOE Defendants.

16           35. Defendants owed a duty of care in the hiring, training, retention, and supervision  
17 of their selected drivers, and breached said duty which breach was the actual and proximate cause  
18 of injury to Plaintiffs.

19           36. Prior to allowing Mr. Salouane to become a joint-venture for profit employee,  
20 Lyft did not request his permission to contact his prior employers, nor to inspect his vehicle for  
21 safety, and did neither. All of the failures noted were the actual and proximate cause of injury to  
22 Plaintiffs.

23           37. After allowing Mr. Salouane to become a joint-venture for profit employee, Lyft  
24 did not routinely inspect the vehicle Mr. Salouane used to further Lyft's business interests nor  
25 provide follow-up, in-service safety training.

26           38. As a direct and proximate result of the negligence of Defendants and each of  
27 them, Plaintiffs have incurred damages in an amount in excess of FIFTEEN THOUSAND  
28 DOLLARS (\$15,000.00).

## V. THIRD CAUSE OF ACTION

40. Plaintiffs reallege and replead each and every allegation of the preceding paragraphs as though fully set forth hereunder.

42. As joint venturers, Lyft is jointly and severally or vicariously liable for the negligence, carelessness, recklessness, wantonness, and willfulness of Mr. Salouane that actually and proximately caused Plaintiffs' injuries.

43. It has been necessary for Plaintiffs to retain the services of an attorney to prosecute this action, and Plaintiffs are entitled to reasonable attorney's fees and costs incurred.

WHEREFORE, PLAINTIFFS, expressly reserving the right to amend this Complaint at the time of the trial of the action herein to include all parties and items of damage not yet ascertained, demands judgment against Defendants LYFT, INC., DOES I through X, and/or ROE CORPORATIONS I through X, and each of the Defendants, jointly and severally, as follows:

- / / /

- DATED this 28th of January, 2021.

D.R. PATTI & ASSOCIATES

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